

# Memorandum



**Date:** November 5, 2013

**To:** Honorable Chairwoman Rebeca Sosa  
and Members, Board of County Commissioners

**From:** Carlos A. Gimenez  
Mayor 

**Subject:** Recommendation for Approval to Award a Lease Agreement: Use of Office and Commerce/Warehouse Space Within County-Owned Property Located at 3651 NW 79 Avenue, Doral, Florida

Agenda Item No. 8(F)(3)

## **Recommendation**

It is recommended that the Board of County Commissioners (Board) approve the award of *Lease Agreement No. IB9777-2/16, Use of Office and Commerce/Warehouse Space Within County-Owned Property Located at 3651 NW 79 Avenue, Doral, Florida* to Cuccina Oulin, Inc.

This property was originally purchased by the County from ARC & Children Investments, LLC (ARC) on September 28, 2011, for the location of the new Animal Services Shelter. At the time of purchase, and in order to generate revenue for the County while the design of the Animal Shelter was being completed, a rental permit agreement was entered into with ARC, who has been paying rent to the County and utilizing this property for warehouse and office space. However, since the existing rental permit agreement is expiring, the County was required to competitively solicit bids to prospective lessees interested in entering into a short-term lease agreement until the County commences construction on the new Animal Shelter. The proposed awardee is Cuccina Oulin, Inc., whose Vice-President is also a Managing Member of ARC. As such, the awardee will continue to utilize the facility for office and warehouse space until such time as the County exercises the 60-day cancellation provision for the purposes of beginning construction on the Animal Shelter and/or the lease term expires. The awardee is fully aware of the County's intent to expedite the construction of the new Animal Shelter and that they will have to vacate the premises at that time.

Currently, the design phase of the new shelter is nearing completion, and it is expected that the construction contract will be advertised for construction bids by January 2014. Per Resolution R-721-13 adopted by the Board at their September 4 meeting and at my direction, staff has compressed the project timeline to complete the project as quickly as possible and build out is scheduled to begin in summer 2014. Securing a tenant in this facility until that time is a revenue-generating opportunity and in the best interest of the County until construction begins.

## **Scope**

The new Animal Services Shelter facility is located within Commission District 12, which is represented by Commissioner Jose "Pepe" Diaz. The impact of this item is countywide in nature.

## **Fiscal Impact/Funding Source**

The annual revenue from this lease, if not cancelled prior to the end of the first 12-month period, is \$279,000, which is \$135,000 per year more than the current annual lease of \$144,000. The revenue generated by this lease will be applied to the general fund. The proposed revenue is based on the highest guaranteed annual rental rate offered by the recommended awardee.

**Track Record/Monitor**

The Contract Manager for Miami-Dade Internal Services Department – Real Estate Development Division is Leland Salomon. Maria Carballeira of the Internal Services Department is the Procurement Contracting Officer.

**Delegation of Authority**

If this item is approved, the County Mayor, or County Mayor's designee, will have the authority to exercise, at his/her discretion, lease modifications, subsequent options-to-renew, early terminations, and extensions in accordance with the terms and conditions of the lease agreement.

**Vendor/Lessee Recommended for Award**

<b>Awardee</b>	<b>Address</b>	<b>Principal</b>
Cuccina Oulin, Inc.	3651 NW 79 Avenue Doral, FL	Ricardo Cajigas

**Due Diligence**

Due diligence was conducted in accordance with the Internal Services Department's Procurement Guidelines to determine awardee responsibility toward compliance of the lease agreement, including verifying corporate status, and also that there are no known performance or compliance issues. The lists that were referenced include: convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. There were no adverse findings relating to awardee responsibility. This information is being provided pursuant to Resolution R-187-12.

**Applicable Ordinances and Contract Measures**

- The two percent User Access Program provision does not apply.
- The Small Business Enterprise Bid Preference and Local Preference did not apply.
- The Living Wage Ordinance does not apply.

Additional Lease details are as follows:

**COMPANY PRINCIPALS:**

Gilbert Ouaknine, President  
Ricardo Cajigas, Vice President

**LEASE TERM:**

12 months, plus two additional, one year option periods.

**EFFECTIVE DATES:**

Commencing on the first day of the month following the effective date of the resolution approving the Lease Agreement, and terminating twelve months thereafter or 60 days of the County exercising their cancellation option, whichever occurs first.

**RENTAL RATE:**

The current annual base rent for the property is \$144,000, and the proposed rent is approximately \$279,000 per year.

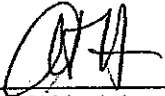
**LEASE CONDITIONS:**

The County is responsible for the structural elements of the building, plumbing, and electrical lines, roof, windows, doors and fenestrations, structural floors, and the exterior walls. The tenant is responsible for all taxes, special

assessments, maintenance and repairs, security, janitorial services, and utilities.

CANCELLATION PROVISION:

The County may cancel at any time, in the event that the County has a need for the property, upon 60 days' notice to the tenant.



---

Alina J. Hudak  
Deputy Mayor



## MEMORANDUM

(Revised)

**TO:** Honorable Chairwoman Rebeca Sosa  
and Members, Board of County Commissioners

**DATE:** November 5, 2013

**FROM:**   
R. A. Cuevas, Jr.  
County Attorney

**SUBJECT:** Agenda Item No. 8(F)(3)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☐ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's \_\_\_\_, 3/5's \_\_\_\_, unanimous \_\_\_\_ ) to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 8(F)(3)  
11-5-13

RESOLUTION NO. \_\_\_\_\_

RESOLUTION AUTHORIZING AWARD OF LEASE AGREEMENT IB9777-2/16 USE OF OFFICE AND COMMERCIAL/WAREHOUSE SPACE WITHIN COUNTY-OWNED PROPERTY LOCATED AT 3651 NW 79 AVENUE, DORAL, FLORIDA TO CUCCINA OULIN, INC. IN THE AGGREGATE AMOUNT OF \$279,000.00, AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE AN AGREEMENT FOR AND ON BEHALF OF MIAMI-DADE COUNTY AND TO EXERCISE ANY CANCELLATION AND RENEWAL PROVISIONS, AND TO EXERCISE ALL OTHER RIGHTS CONTAINED THEREIN

**WHEREAS**, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that this Board approves award of lease agreement IB9777-2/16 Use of Office and Commercial/Warehouse Space Within County-Owned Property Located at 3651 NW 79 Avenue, Doral, Florida to Cuccina Oulin, Inc. in the aggregate amount of \$279,000.00, in substantially the form attached hereto and made a part hereof, and authorizes the County Mayor or County Mayor's designee to execute same for and on behalf of Miami-Dade County and to exercise any cancellation and renewal provisions.

The foregoing resolution was offered by Commissioner  
who moved its adoption. The motion was seconded by Commissioner  
and upon being put to a vote, the vote was as follows:

Rebeca Sosa, Chairwoman

Lynda Bell, Vice Chair

Bruno A. Barreiro

Jose "Pepe" Diaz

Sally A. Heyman

Jean Monestime

Sen. Javier D. Souto

Juan C. Zapata

Esteban L. Bovo, Jr.

Audrey M. Edmonson

Barbara J. Jordan

Dennis C. Moss

Xavier L. Suarez


The Chairperson thereupon declared the resolution duly passed and adopted this 5<sup>th</sup> day of November, 2013. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.



Debra Herman

**LEASE OF OFFICE AND COMMERCE/WAREHOUSE SPACE WITHIN COUNTY OWNED  
PROPERTY - DORAL CITY LIMITS**

THIS LEASE AGREEMENT made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between Cuccina Oulin, Inc., a corporation organized and existing under the laws of the State of Florida, having its principal office at 3651 N. W. 79 Avenue, Doral, FL 33166 (hereinafter referred to as the "Lessee"), and Miami-Dade County (the County), a political subdivision of the State of Florida, having its principal office at 111 NW 1<sup>st</sup> Street, Miami, Florida 33128, (herein referred to as either "Landlord" or "County"),

**WITNESSETH:**

WHEREAS, the County owns and operates the industrially zoned building, located at 3651 N. W. 79<sup>th</sup> Avenue, Doral, Florida 33178; and

WHEREAS, the Lessee has offered to lease office and commerce/warehouse space in a manner that conforms to Miami-Dade County's Invitation to Bid No. IB9777-2/16 and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Lease Agreement; and

WHEREAS, the Lessee has submitted a written bid dated August 15, 2013, hereinafter referred to as the "Lessee's Bid Submission" or "Lessee's Proposal", which is incorporated by reference herein; and

WHEREAS, the Lessee's Bid Submission is recommended as being in the best interest of the County, and formed the basis for award of this Lease Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. **Definitions:** The following words and expressions used in this Lease Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:
- a) The words "Lease Agreement" or "Agreement" to mean this document, which collectively incorporates the terms and conditions found herein, Miami-Dade County's Lease Agreement No. IB9777-2/16, and all associated addenda and attachments, as well as the Lessee's Bid Submission, and all other attachments hereto and all amendments issued hereto.
  - b) The words "Lease Agreement Date" to mean the commencement date of this Lease Agreement, and shall begin on the date indicated in the first page of this Lease Agreement.
  - c) The words "Lease Agreement Year" to mean each twelve month period starting from the date on which this Lease Agreement is effective.
  - d) The words "Contract Manager" to mean Miami-Dade County's Director, Internal Services Department – Procurement Management Division, or the duly authorized representative designated to manage the Lease Agreement.
  - e) The word "Landlord" to mean Miami-Dade County.
  - f) The word "Lessee" to mean Cuccina Oulin, Inc. and its permitted successors and assigns.
  - g) The word "Days" or "days" to mean calendar days.
  - h) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the Landlord's Project Manager; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the Landlord's Project Manager.
  - i) The words "Project Manager" to mean the County Mayor or the duly authorized representative designated to manage the Project.
  - j) The words "Invitation to Bid" to mean the document appended hereto as Appendix A, which details the work to be performed by the Lessee.
  - k) The word "subcontractor" or "sub-consultant" to mean any person, entity, firm or corporation, other than the employees of the Lessee, who furnishes labor and/or materials, in connection with the Services, whether directly or indirectly, on behalf and/or under the direction of the Lessee and whether or not in privity of Lease Agreement with the Lessee.
  - l) The words "Work", "Services", or "Project" to mean all documentation and any items of any nature submitted by the Lessee to the Landlord's Project Manager for review and approval pursuant to the terms of this Lease Agreement, and all matters and things required to be done by the Lessee in accordance with the provisions of this Lease Agreement.

2. **Use:** The County hereby grants unto the Lessee, and the Lessee hereby accepts from the County for the term, at the rate and upon the covenants and conditions as set forth, a Lease Agreement to lease office and commerce/warehouse space to operate a kitchen and tile showroom and retail store, to include office space. Lessee shall use the Leased Premises (as defined below) only for the use permitted. The Lessee shall not conduct any business nor provide any services nor sell any item or product without the prior written approval of Landlord, and any sales by the Lessee of services or items not specifically authorized in writing by Landlord may constitute a default. Lessee shall conduct its business at all times in accordance with this Lease Agreement.
3. **Property Description:** Approximately 69,718 square feet of office and commerce/warehouse space contained within the County's owned property located at 3651 N. W. 79th Avenue, Doral, FL 33178.  
  
The "Leased Premises" is the property as depicted in the attached Exhibit A, Aerial Site Description Photo.
4. **Operations:** Except when and to the extent that the Leased Premises may be uninhabitable by reason of damage by fire or other casualty, Lessee shall continuously and uninterruptedly use, occupy and operate for purposes outlined herein all of the Leased Premises other than such minor portions thereof as are reasonably required for storage and office purposes, and such storage and office space shall only be used in connection with the business conducted by Lessee in the Leased Premises.
5. **Limitations on Use:** Subject to Lessee's right to use the Leased Premises for the purposes specified in this Lease Agreement, Lessee shall not suffer or permit the Leased Premises or any part thereof to be used in any manner, or anything to be done therein, or suffer or permit anything to be brought into or kept therein, which would in any way (i) violate any legal requirements or insurance requirements; (ii) cause structural injury to the Leased Premises or any part thereof; (iii) constitute a public or private nuisance; (iv) impair the appearance of the Leased Premises; (v) materially impair or interfere with the proper and economic cleaning, heating, ventilating or air-conditioning of the Leased Premises or the proper and economic functioning of any other common service facility or common utility of the Leased Premises; (vi) impair or interfere with the physical convenience of any of the occupants of the Leased Premises; or (vii) impair any of the Lessee's other obligations under this Lease Agreement.
6. **Governmental Approvals:** If any governmental license or permit shall be required for the proper and lawful conduct of Lessee's business in the Leased Premises, or any part thereof, and if failure to secure such license or permit would in any way adversely affect the County, Lessee, at its expense, shall duly procure and thereafter maintain such license or permit and submit the same to inspection by the County. Lessee shall at all times comply with the terms and conditions of each license and permit.
7. **Non-Exclusivity:** This Lease Agreement is non-exclusive in character and in no way prevents the Landlord from authorizing or offering competitive services, products or items by other vendors or others in other premises owned and operated by the Landlord. The Lessee shall have no rights to any other location that may be made available by the Landlord.
8. **Proposal Incorporated:** The Lessee acknowledges that it has submitted to the County a proposal ("Lessee's Proposal") that was the basis for the award of this Lease Agreement and upon which the County has relied.

9. **Order of Priority:** If there is a conflict between or among the provisions of this Lease Agreement, the order of priority is as follows: 1) these terms and conditions; 2) Miami-Dade County's ITB No. IB9777-2/16 and any associated addenda and attachments thereof; and 3) the Lessee's Bid Submission.
10. **Appendices and Attachments:**  
The appendices and attachments listed in this paragraph and attached to this Lease Agreement are hereby incorporated in and made a part of this Lease Agreement:
- Appendix A: Invitation to Bid  
Appendix B: Bid Submission  
Exhibit A: Aerial Site Description Photo
11. **Nature of the Lease Agreement:** This Lease Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Lease Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Lease Agreement that are not contained in this Lease Agreement, and that this Lease Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Lease Agreement shall be of no force or effect, and that this Lease Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.
12. **Term:** The County hereby grants a Lease Agreement for a maximum twelve (12) month term for the use of the Leased Premises, as described in this Lease Agreement, consistent with the uses permitted herein. The term and commencement date of this Lease Agreement, herein referred to as the Lease Agreement Date, shall begin on the date indicated in the first page of this Lease Agreement, and shall end on October 31, 2014. The Lessee, with the Landlord's prior written consent, shall have two (2) one (1) year option periods to extend the term of Lease Agreement, so long as the Lessee is not in default of this Lease. The County may deny either or both options to extend the term of the Lease Agreement based, in addition to other factors, upon the County's need for the Leased Premises, and/or the Lessee's performance under the terms and conditions of this Lease Agreement.
13. **Guaranteed Monthly Rent:** In consideration of the use of the Leased Premises, Lessee does hereby covenant and agree to pay to the County without deduction or set off of any kind the sum of \$23,239.33 (plus tax) per month as Guaranteed Monthly Rent. Payment of the Guaranteed Monthly Rent shall commence on the Lease Agreement Date.
14. **Sales Tax:** The Lessee shall be liable for the prevailing State of Florida Sales and Use Tax ("Sales and Use Tax") imposed on rent (currently at the rate of 7%) on the amounts payable to the Landlord, including the Guaranteed Monthly Rent and any other applicable fee, charge, or amount under this Lease Agreement. This Sales and Use Tax shall be payable to the Landlord, when applicable rent is due. The Landlord will remit same, less authorized handling deductions, to the State.
15. **Additional Taxes:** If at any time during the term of this Lease Agreement or any renewal thereof, under the laws of the State of Florida, or any political subdivision thereof, a tax, charge, capital levy, or excise on rents (fixed minimum or additional), or other tax (except income tax), however described, against the Landlord on account of the rent payable herein,

such tax, charge, capital levy, or excise on rents or other taxes shall be deemed to constitute Sales and Use Tax on the Leased Premises for the purposes of this paragraph.

16. **Taxes on Lessee's Personal Property:** Lessee shall be responsible for, and shall pay before delinquency, all municipal, county, or state taxes assessed against any occupancy interest or personal property of any kind, owned by or placed in, upon or about the Leased Premises by Lessee.
17. **Late Payment Charge:** In the event that the Lessee fails to make any payments on time, by the due date, as required to be paid under the provisions of this Lease Agreement, a late payment charge of \$100.00 per month shall be assessed. The right of the County to require payment of such late payment charge and the obligation of the Lessee to pay same shall be in addition to and not in lieu of the Landlord's rights to enforce other provisions herein, including termination of this Lease Agreement, or to pursue other remedies provided by law.
18. **Application of Payments:** Payments are applied to any unpaid balance in the following manner. Any accrued late fees are first deducted from the payment. The remaining payment balance is then applied proportionately to the Guaranteed Monthly Rent, including the associated Sales and Use Tax. Any remaining balance in the payment will be applied to any other balance due.
19. **Worthless Check or Draft:** In the event that the Lessee delivers a dishonored check or draft to the Landlord in payment of any obligation arising under this Lease Agreement, the Lessee shall incur and pay a service charge of \$10.00 or five percent (5%) of the face amount of the check, whichever is greater. For each such dishonored check, such payment shall be made within not more than five (5) days from written notice of such default. Further, in such event, Landlord may require that future payments required pursuant to this Lease Agreement be made by cashier's check or other means acceptable to Landlord. A second such occurrence of dishonored check during the Lease Agreement term will be a breach of contract and, at the Landlord's option, will constitute a default allowing termination of this Lease Agreement.
20. **Payment of Rent:** The Guaranteed Monthly Rent, as well as other amounts payable by Lessee to the Landlord under the terms of this Lease Agreement, shall be paid promptly when due, without notice for any reason whatsoever and without abatement. Guaranteed Monthly Rent and any other payments provided for in this Lease Agreement shall be paid or mailed to:

Internal Service Department – Real Estate Development Division  
111 NW 1<sup>st</sup> Street, Suite 2460  
Miami, FL 33128  
Attn: Director

(Checks shall be made payable to the "Miami-Dade County Board of County Commissioners".)

21. **Notices:** Any notices submitted or required by this Lease Agreement shall be sent by registered or certified mail (or email or fax if provided below, with a hardcopy to the address below), except where authorized otherwise under this Lease Agreement, and addressed to the parties as follows or to such other address as either party may designate in writing, and where receipt of same is acknowledged by the receiving party.

A. To the County:

a) To the Project Manager:

Miami-Dade County  
Internal Services Department – Real Estate Development Division  
111 N.W. 1<sup>st</sup> Street, Suite 2460  
Miami, Florida 33128  
Attn: Retail Leasing Manager  
Phone: (305) 375-4421  
Fax: (305) 375-1157

and

b) To the Contract Manager:

Miami-Dade County  
Internal Services Department – Procurement Management Division  
111 N.W. 1<sup>st</sup> Street, Suite 1300  
Miami, FL 33128-1974  
Attention: Assistant Director  
Phone: (305) 375-5548  
Fax: (305) 375-2316

and

c) To the County Attorney's Office:

County Attorney's Office  
Miami-Dade County  
111 N.W. 1<sup>st</sup> Street, Suite 2800  
Miami, FL 33128

B. To the Lessee:

Cuccina Oulin, Inc.  
3651 N. W. 79 Avenue  
Doral, FL 33166  
Attention: Ricardo Cajigas, Vice President  
Phone: (305) 436-0595  
Fax: (305) 599-9870  
Email: sbeltran@smartbuykitchenusa.com

The Landlord may alternatively provide notice by posting written notice on or at the Leased Premises. If attempted delivery of such notice by mail is thwarted by any avoidance of receipt or unavailability for receipt by the intended recipient, said notice will have the effect of being constructively received by the Lessee.

22. **Interpretations:** This Lease Agreement and the appendices and attachments hereto, and other documents specifically referred to herein, constitute the entire, fully integrated Lease Agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous verbal or written lease agreements between the parties with respect thereto, excepting any past or contemporaneous written or verbal agreements expressly and clearly incorporated herein by reference within the four corners of this Lease Agreement. This Lease Agreement may be amended only by written document, properly authorized, executed, and delivered by both parties hereto. For the County, appropriate authorization shall be construed to mean the County Mayor (or designee) or the Project Manager within this Lease Agreement shall have approval authority, or the Board of County Commissioners (as applicable). This Lease Agreement shall be interpreted as a whole unit and paragraph headings are for convenience only. The Lease Agreement shall not be construed in favor of one party or the other. All matters involving the Lease Agreement shall be governed by laws of the State of Florida.
23. **Accord and Satisfaction:** No payment by Lessee or receipt by Landlord of a lesser amount than any payment of Guaranteed Monthly Rent herein stipulated shall be deemed to be other than on account of the earliest stipulated Guaranteed Monthly Rent then due and payable, nor shall any endorsement or statement on any check or any letter accompanying any check or payment for Guaranteed Monthly Rent be deemed an accord and satisfaction. The Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Guaranteed Monthly Rent or pursue any other remedy provided in this Lease Agreement, at law or in equity. No covenant, term, or condition of this Lease Agreement shall be deemed to have been waived by Landlord, unless such waiver is in writing by Landlord, and there shall not be any accord and satisfaction unless expressed in writing and signed by both Landlord and Lessee.
24. **New Construction:** The Landlord's approval is required prior to all construction, all installation, and all use of facilities. All improvements shall become property of the Landlord. All construction shall be accomplished in accordance with any applicable County or municipal permitting requirements.
25. **Condition of Leased Property:** Lessee hereby accepts the Leased Premises in its "as-is" "where-is" condition, as it is in at the beginning of this Lease Agreement.
26. **Assumption, Parameters, Projections, Estimates and Explanations:** The Lessee understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the Landlord were provided to the Lessee for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events the Landlord makes no representations or guarantees; and the Landlord shall not be responsible for the accuracy of the assumptions presented; and the Landlord shall not be responsible for conclusions to be drawn there from; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Lessee. The Lessee accepts all risk associated with using this information.
27. **Landlord Approval:** The Lessee agrees that it will obtain prior written approval from the Landlord in all of the following matters:
- A. Changes from Lessee's Proposal
  - B. Any modifications to the Leased Premises, the site, or signage outside of the Leased

**Premises**

Should any of the above items be disapproved, Lessee may offer alternative solutions. The Landlord reserves the right with stated just cause to require the Lessee to change within a stated time any and all items contained in this paragraph it deems in need of change, despite previous approval of same.

28. **Personnel:** The Lessee shall provide Landlord with the name and telephone number of a management person of the Lessee who will be on call, at all times, for emergencies, or other matters related to the operations under this Lease Agreement. Such person(s) shall be delegated with sufficient authority to ensure the complete performance and fulfillment of the responsibilities of the Lessee under this Lease Agreement and to accept service of all notices provided for herein. Lessee's employees will not be considered agents of the County.
29. **Signs:** The nature, size, shape, and installation of Lessee's business signs within the Leased Premises or in, on, or adjacent to the Leased Premises must first be approved in writing by Landlord. Said signage must also be approved by all governmental authorities having jurisdiction and must conform to the requirements set forth in Article 6 of the Miami-Dade Home Rule Charter. All signs shall be removed by the Lessee at the termination of the Lease Agreement and any damage or unsightly condition caused to premises because of or due to said signs shall be satisfactorily corrected or repaired by the Lessee.
30. **Quality of Lessee's Service:** The Lessee shall conduct its operations in an orderly manner and so as not to annoy, disturb, or be offensive to customers, patrons, or others in the immediate vicinity of such operations.

The Lessee shall control the conduct, demeanor, and appearance of its officers, members, employees, agents, representatives, and upon objection of the Landlord concerning the conduct, demeanor or appearance of any such person, Lessee shall immediately take all necessary steps to correct the cause of such objection.

Lessee shall take good care of the Leased Premises, and shall use the same in a careful manner, and shall, at its own cost and expense, keep, maintain, and repair and, upon the expiration of this Lease Agreement or its termination in any manner, shall deliver said premises to the Landlord in the same condition as at the commencement this Lease Agreement, ordinary wear and tear excepted.

It is expressly understood and agreed that the said operation shall not interfere in any manner with the use of public areas or infringe upon the normal method of operations of any other parties authorized to conduct business at or near the location. The Lessee agrees that a determination by the Landlord will be accepted as final in evaluating whether its activities infringe on the rights of others and that Lessee will fully comply with any decisions on this matter.

31. **Utility Services:** Lessee shall not place any unacceptable load or burden on the capacity of the applicable building systems and utility lines of the Leased Premises as determined either by the public utility providing such service or by Landlord in the exercise of reasonable judgment. Lessee shall make all repairs caused by Lessee's negligence.
32. **Services/Utilities Provided by Lessee:** The Lessee, at its sole cost shall be responsible for all services and utilities to the Leased Premises, including, but not limited to the following:

- A. Electrical
- B. Water facilities
- C. Sewage collection
- D. Waste collection
- E. Interior/Exterior Building Maintenance (air conditioning, pest control, etc.)
- F. Janitorial Services

The Lessee shall contract with a licensed and insured contractor to perform routine maintenance and necessary repairs to Leased Premises. The Lessee shall abide by the County's Integrated Pest Management Guidelines as provided for by the County.

33. **Equipment Installed by Lessee:** The Lessee shall furnish and install all furnishings, fixtures, and equipment necessary for the operation of the Leased Premises. All furnishings, fixtures, and equipment acquired for the Leased Premises shall be of good quality, and as good, or better than, that found at similar facilities.

Any equipment, furnishings, signage, and advertising installed by the Lessee shall be in keeping with the appropriate standards of decor for the Leased Premises. Following the installation of any additional equipment, furnishing, and improvements which the Landlord may approve from time to time, Lessee shall provide to the Landlord a statement setting forth the cost of such equipment, furnishings, or improvements and the date upon which the installation of such equipment, furnishings, or improvements was completed.

Lessee agrees that all new equipment, furnishings, and improvements provided shall meet the requirements of all applicable building, fire, pollution, and other related codes.

Lessee shall not alter or modify any portion of the Leased Premises, or the improvements constructed therein without first obtaining written approval from the Landlord.

34. **Security and Protection:** The Lessee acknowledges and accepts full responsibility for the security and protection of its equipment, other personal property, and money used in connection therewith. The Landlord makes no warranties as to any obligation to provide security for the Leased Premises. Lessee may provide its own specialized security for the Leased Premises.

35. **Emergency/Hurricane Preparedness:** The Lessee shall prepare and provide for the County's approval an emergency evacuation and hurricane preparedness plan within thirty (30) days of Lease Agreement Date. Thereafter, Lessee shall provide the County with any and all updates to the plan.

36. **Maintenance Responsibilities of Leased Premises:** Lessee shall, at its sole cost and expense, keep and maintain the Leased Premises in a clean and good condition. The provision of janitorial services and all interior maintenance within the Leased Premises are the sole and exclusive responsibility of the Lessee. Upon failure of the Lessee to maintain the Leased Premises as required in this Lease Agreement, the Landlord may, after fifteen (15) days written notice to the Lessee, enter upon the Leased Premises and perform any and all cleaning, maintenance, and/or repairs which may be necessary, and the cost thereof, plus twenty-five (25%) percent for administrative costs, shall be billed to and paid by the Lessee.

37. **Independent Lessee Relationship:** The Lessee is, and shall be, in the performance of all work services and activities under this Lease Agreement, an independent contractor, and not an employee, agent, or servant of the Landlord. All persons engaged in any of the work or services performed on the Leased Premises shall at all times, and in all places, be subject to the Lessee's sole direction, supervision, and control. The Lessee shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Lessee's relationship and the relationship of its employees to the Landlord shall be that of an independent contractor and not as employees and agents of the Landlord.

The Lessee does not have the power or authority to bind the Landlord in any promise, agreement or representation other than specifically provided for in this Lease Agreement.

38. **Curtailment or Interruption of Service:** The Landlord reserves the right to interrupt, curtail or suspend the provision of any utility service to which Lessee may be entitled hereunder when necessary by reason of accident or emergency or for repairs, alterations, or improvements in the judgment of the Landlord desirable or necessary to be made, or due to difficulty in obtaining supplies or labor or for any other cause beyond the reasonable control of the Landlord. The work of such repairs, alterations, or improvements shall be prosecuted with reasonable diligence. The Landlord shall in no respect be liable for any failure of the utility companies or governmental authorities to supply utility service to Lessee or for any limitation of supply resulting from governmental orders or directives. No diminution or abatement of payment or other charges, nor damages, shall be claimed by Lessee by reason of the Landlord's or other individual's interruption, curtailment or suspension of a utility service, nor shall this Lease Agreement or any of Lessee's obligations hereunder be affected or reduced thereby.
39. **Inspection by Landlord:** The Landlord shall have the authority to make periodic reasonable inspections of all of the Leased Premises, equipment, and operations during the normal operating hours thereof to determine if such are being maintained in a neat and orderly condition. Such periodic inspections may also be made at the Landlord's discretion to determine whether the Lessee is operating in compliance with the terms and provisions of this Lease Agreement.
40. **Right of Entry:** The Landlord or any of its agents shall have the right to enter upon the Leased Premises at all reasonable times, whether or not during normal business hours, to examine same and to make such repairs, alterations, replacements, or improvements in the Leased Premises as the Landlord deems necessary, but the Landlord assumes no obligation to make repairs in the Leased Premises other than those expressly provided for in this Lease Agreement. The Landlord agrees, however, that any such repairs, alterations, replacements, or improvements shall be made with minimum amount of inconvenience to Lessee and that the Landlord will diligently proceed therewith to completion. In addition, the Landlord or the Landlord's agents shall also have the right to enter upon the Leased Premises, at reasonable times, to show the Leased premises to actual or prospective mortgagees, tenants, or lessees. If, during the last thirty (30) days of the term of this Lease Agreement, Lessee shall have removed all or substantially all of Lessee's property from there, the County may immediately re-take possession and enter, alter, renovate, and redecorate the Leased Premises without rent abatement or fee or other compensation to the Lessee.
41. **Permits and Regulations:** Lessee covenants and agrees that Lessee will obtain any and all necessary licenses, permits and/or approvals, and that all uses of the Leased Premises will be in conformance with all applicable laws.

42. **Damage or Destruction of Property:** In all events, Lessee shall repair all damages to the Leased Premises caused by the Lessee, its employees, agents, contractors, or sub-consultants. If the Leased Premises is partially damaged, but not rendered unusable for the purposes of this Lease Agreement, the same shall with due diligence be repaired by the Lessee from proceeds of the insurance coverage and/or at its own cost and expense and a pro-rata adjustment of the Guaranteed Monthly Rent payable hereunder for the period of the Lessee's business interruption, shall be made. If the damage shall be so extensive as to render such premises unusable for the purposes intended, but capable of being repaired within thirty (30) days, the damage shall be repaired with due diligence by the Lessee from the proceeds of the insurance coverage policy and/or at its own cost and expense, and for the period of Lessee's business interruption a pro-rata adjustment shall be made as to the Guaranteed Monthly Rent. In the event the Leased Premises is completely destroyed or so damaged that it will remain unusable for more than thirty (30) days, through no fault of the Lessee, its employee, agents, contractors or sub-consultants, the Lessee and the Landlord shall be under no obligation to repair and reconstruct the premises, and adjustment of the Guaranteed Monthly Rent payable hereunder shall be proportionately made up to the time of such damage or destruction, and the portion of the Lease Agreement which pertains to such destroyed property shall cease and terminate, and all adjustments which are proper including restoration of the site to a clean, neat and usable condition shall be made accordingly. However, at the option of the Landlord, and through negotiations pertaining to all matters for continuing to occupy and otherwise operate in the Leased Premises, the Lessee may reconstruct the Leased Premises at its own cost.
43. **Repairs, Alterations and Additions by the County:** The Landlord, as its responsibility, and at its expense (except if the damage is caused by Lessee, its employees, agents, or independent Lessees), shall make all repairs and replacements, structural and otherwise, necessary, or desirable in order to keep in good order and repair the foundations, roofs and structural soundness of floors and walls of the Leased Premises.

Except as provided herein in this Lease Agreement, the Landlord shall have the absolute right to make reasonable repairs, alterations, and additions to any structures and facilities, including the Leased Premises under this Lease Agreement, free from any and all liability to the Lessee for loss of business or damages of any nature whatsoever during the making of such repairs, alterations, and additions, except for such damage caused by the sole negligence of the Landlord and where not otherwise indemnified by the Lessee, subject to the limitations of Section 768.28, Florida Statutes. In making such repairs, alterations, and additions, the Landlord shall take such reasonable measures as are necessary to minimize interference with Lessee's operations of the Leased Premises, for short term disruption of one week or less to Lessee's business where adequate accommodations can be made to minimize the inconvenience and injury to Lessee's business. If the Lessee's business is interrupted for more than one week, as a result of any of the foregoing, a pro rata adjustment of the Guaranteed Monthly Rent payable hereunder for the period of such interruption shall be made.

44. **Diminution for Landlord's Repair:** Except as elsewhere specifically provided in this Lease Agreement, there shall be no allowance to Lessee for a diminution of rental value and no liability on the part of the Landlord by reason of inconvenience, annoyance, or interference with Lessee's business arising from the Landlord or its agents making any repairs, replacements, alterations, decorations, additions or improvements in or to any portion of the Leased Premises, or in, or to fixtures, appurtenances or equipment thereof, provided such work (except in case of emergency and to the extent practical) does not unreasonably

interfere with Lessee's use of the Leased Premises.

45. **Performance of Obligations:** Lessee covenants at all times to promptly perform all of the obligations of Lessee set forth in this Lease Agreement.
46. **Ingress and Egress:** Subject to rules and regulations, statutes, and ordinances, and terms of this Lease Agreement governing the use of the Leased Premises, Lessee, its agents and servants, patrons, and invitees, and its suppliers of service and furnishers of materials shall have right of ingress and egress to and from the Leased Premises.
47. **Assignment, Sub-Contracting and Successors in Interest:** Lessee shall not sublease, assign, mortgage, pledge, or otherwise encumber this Lease Agreement, or any portion thereof, or any property associated with this Lease Agreement without prior written approval of the Landlord. Any unapproved sublease, assignment, mortgaging, pledging, or encumbering shall be voidable, and may serve as an event of default under this Lease Agreement, as determined by the Landlord. It is agreed that all terms and conditions of this Lease Agreement shall extend to and be binding on any and all sub-lessees, assignees, and other successors as may be approved by the Landlord.
48. **Proprietary Information:** As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of Florida's Public Records Law.
49. **County's Property Insurance:** Any insurance the Landlord may maintain shall not cover Lessee's improvements and betterments, contents, or other property of Lessee. Lessee shall not violate, or permit the violation of, any condition imposed by any of the Landlord's insurance policies, and shall not do, or permit anything to be done, or keep or permit anything to be kept in the Leased Premises which would increase the fire or other property or casualty insurance rate on the building or buildings in which the Leased Premises is located or the property therein over the rate which would otherwise then be in effect (unless Lessee pays the resulting increased amount of premium as provided under the further terms hereof), or which would result in insurance companies of good standing refusing to insure the same or any of such property in amounts and at normal rates reasonably satisfactory to the Landlord. If, by reason of any act or omission on the part of Lessee, the rate of property insurance on the Leased Premises or the facility or equipment or other property of the Landlord shall be higher than it otherwise would be, Lessee shall reimburse the Landlord, on demand, for that part of the premiums for property insurance paid by the Landlord because of such act or omission on the part of Lessee.
50. **Indemnification and Insurance:** The Lessee shall indemnify and hold harmless the Landlord and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Lease Agreement by the Provider or its employees, agents, servants, partners principals or subcontractors. Lessee shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Lessee expressly understands and agrees that any insurance protection required by this Lease Agreement or otherwise provided by Lessee shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities

as herein provided.

Upon Landlord's notification, the Lessee shall furnish to the Landlord's Risk Management Division, 111 NW 1st Street, Suite 2300, Miami, Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the Lessee as required by Florida Statute 440.
- B. Commercial General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. Policy must include coverage for products and completed operations. **Miami-Dade County must be shown as an additional insured with respect to this coverage. The mailing address of Miami-Dade County 111 N.W. 1st Street, Suite 1300, Miami, Florida 33128-1974, as the certificate holder, must appear on the certificate of insurance.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Lessee.

All Insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications as to management and financial strength:

The Company must be rated no less than "B" as to management, and no less than Class "V" as to strength, by the latest edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwich, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

Or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida," issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates will indicate that no modification or change in insurance shall be made without thirty (30) days written advance notice to the certificate holder.

Compliance with the foregoing requirements shall not relieve the Lessee of any liability and obligation under this section or under any other section of this Lease Agreement.

Award is contingent upon receipt from the Lessee of insurance documents within fifteen (15) calendar days after County Mayor or designee approval. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Lease Agreement, the Lessee shall be verbally notified of such deficiency and shall have an

additional five (5) days to submit a corrected certificate to the Landlord. If the Lessee fails to submit the required insurance documents in the manner prescribed in this Lease Agreement within twenty (20) calendar days after Board of County Commission approval, the Lessee shall be in Default of the contractual terms and condition and award of the contract will be rescinded, unless such time frame for submission has been extended by the Landlord.

The Lessee shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period; including any and all option years that may be granted by the Landlord. If insurance certificates are scheduled to expire during the contractual period, the Lessee shall be responsible for submitting new or renewed insurance certificates to the Landlord at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the Landlord shall suspend the contract until such time as the new or renewed certificates are received by the Landlord in the manner prescribed in this Lease Agreement; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the Landlord may, at its sole discretion, terminate this contract.

The Department reserves the right to reasonably amend the insurance requirements by the issuance of a notice in writing to the Lessee. Modification or waiver of any of the aforementioned requirements is subject to approval of the County's Risk Management Division.

51. **Liability for Damage or Injury:** The Landlord shall not be liable for damage or injury which may be sustained by any party or persons at the Leased Premises other than the damage or injury if and to the extent caused by the gross negligence or intentional actions of the Landlord, its agents and employees while in the course of County business, and as limited by Section 768.28, Florida Statutes.
52. **No Liability For Personal Property:** All personal property placed or moved in the Leased property above described shall be at the risk of Lessee or the owner thereof. Landlord shall not be liable to Lessee or any third party for any damage to said personal property unless caused by or due to gross negligence of Landlord, Landlord's agents or employees, subject to all limitations of Florida Statutes, Section 768.28.
53. **Severability:** If this Lease Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Lease Agreement without affecting the binding force of this Lease Agreement as it shall remain after omitting such provision.
54. **Termination by Landlord:** The occurrence of any of the following may cause, this Lease Agreement to be terminated by the Landlord upon the terms and conditions also set forth below.
  - A. Automatic Termination upon written notice by the Landlord if any of the following occurs:
    - i. Institution of proceedings in voluntary bankruptcy or reorganization by the Lessee.
    - ii. Institution of proceedings in involuntary bankruptcy against the Lessee if such proceedings continue for a period of ninety (90) days.
    - iii. Assignment by Lessee for the benefit of creditors.

- iv. The discovery of any misstatement in the Lessee's Proposal leading to award of this Lease Agreement, which in the determination of the Landlord significantly affects the Lessee's qualifications to perform under the Lease Agreement.
  - v. Unapproved change of ownership interest in Lessee and/or failure to submit the ownership list within 24 hours upon the request of the Landlord.
  - vi. A final determination in a court of law in favor of the Landlord in litigation instituted by the Lessee against the Landlord or brought by the Landlord against Lessee.
- B. Termination after seven (7) calendar days written notice by the Landlord either by posting on or at the Leased Premises and/or by certified or registered mail to any known address of Lessee set forth in this Lease Agreement hereof for doing any of the following:
- i. Non-payment of any sum or sums due hereunder after the due date for such payments; provided, however, that such termination shall not be effective if Lessee makes the required payment(s) during the seven (7) calendar day period following mailing of the written notice. Additionally, the Landlord may sue for Guaranteed Monthly Rent for the unexpired term of this Lease Agreement.
  - ii. Notice of any condition posing a threat to health or safety of the public or patrons and not remedied within the seven (7) calendar day period from receipt of written notice.
- C. Termination after fourteen (14) calendar days from receipt by Lessee of written notice having either been posted on or at the Leased Premises and/or by certified or registered mail to the address of the Lessee set forth in this Lease Agreement:
- i. Non-performance of any covenant of this Lease Agreement other than non-payment of rent and other matters listed in A and B above, and failure of the Lessee to remedy such breach within the fourteen (14) calendar day period from receipt of the written notice.
- D. Habitual Default: Notwithstanding the foregoing, in the event that the Lessee has repetitively defaulted or breached four (4) times within a 12 month period, in the performance of or breached any of the terms, covenants and conditions required herein to be kept and performed by the Lessee, regardless of whether the Lessee has cured each individual condition of breach or default as provided herein above, the Lessee may be determined by the Landlord to be an "habitual violator". At the time that such determination is made, Landlord shall issue to the Lessee a written notice advising of such determination and citing the circumstances therefore. Such notice shall also advise the Lessee that there shall be no further notice or grace periods to correct any subsequent breaches or defaults and that any subsequent breach(es) or default(s), of whatever nature, taken with all previous breaches and defaults, shall be considered cumulative and, collectively, shall constitute a condition of non-curable default and grounds for immediate termination of this Lease Agreement. In the event of any such subsequent breach or default, Landlord may cancel this Lease Agreement upon the giving of written notice of termination to the Lessee, such cancellation to be effective upon the tenth (10th) day following the date of receipt thereof and all payments due hereunder shall be payable to said date, and the Lessee shall have no further rights hereunder. Immediately upon receipt of said notice of termination, the Lessee shall discontinue its operations at the Leased Premises, and proceed to remove all its personal property in accordance with this Lease Agreement.

In the event that the Landlord terminates this Lease Agreement by operation of any of the above-mentioned provisions as stated in this Lease Agreement, then in addition to other

rights and remedies available to the Landlord under the law or equity, the Landlord may accelerate the rental payments under this Lease Agreement, whereupon the entire balance owed by the Lessee under this Lease Agreement shall become immediately due and payable without further notice or demand.

- E. Early Termination for County Need: The County reserves the right to terminate this Lease Agreement upon sixty (60) days' notice to the Lessee in the event that the County has a need for the Leased Premises, as solely determined by the County.

**55. Event of Default:**

A. An event of default shall mean a breach of this Lease Agreement by the Lessee. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an event of default, shall include the following:

- i. the Lessee has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Lessee's creditors, or the Lessee has taken advantage of any insolvency statute or debtor/creditor law or if the Lessee's affairs have been put in the hands of a receiver;
- ii. the Lessee has failed to obtain the approval of the Landlord where required by this Lease Agreement;
- iii. the Lessee has failed to provide "adequate assurances" as required under section "B" below; or
- iv. the Lessee has failed in the representation of any warranties stated herein.

B. When, in the opinion of the Landlord, reasonable grounds for uncertainty exist with respect to the Lessee's ability to perform certain obligations and/or duties under this Lease Agreement, the Landlord may request that the Lessee, within the timeframe set forth in the Landlord's request, provide adequate assurances to the Landlord, in writing, of the Lessee's ability to perform in accordance with the terms of this Lease Agreement. In the event that the Lessee fails to provide to the Landlord the requested assurances within the prescribed time frame, the Landlord may:

- i. treat such failure as a repudiation of this Lease Agreement; and
- ii. resort to any remedy for breach provided herein or at law or in equity, including but not limited to, terminating this Lease Agreement.

C. In the event the Landlord shall terminate this Lease Agreement for default, the Landlord may immediately take possession of all applicable equipment, materials, products, documentation, reports and data belonging to the Lessee.

- 56. Notice of Default – Opportunity to Cure:** If an Event of Default occurs in the determination of the Landlord, the Landlord may so notify the Lessee ("Default Notice"), specifying the basis for such default, and advising the Lessee that such default must be cured immediately or this Lease Agreement with the Landlord may be terminated. Notwithstanding, the Landlord may, in its sole discretion, allow the Lessee to rectify the default to the Landlord's reasonable satisfaction within a thirty (30) day period. The Landlord may grant an additional period of such duration as the Landlord shall deem appropriate without waiver of any of the Landlord's rights hereunder, so long as the Lessee has commenced curing such default and is

effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the Landlord prescribes. The default notice shall specify the date the Lessee shall discontinue the Services upon the Termination Date.

**57. Remedies in the Event of Default:** If an event of default occurs, the Lessee shall be liable for all damages resulting from the default, including, but not limited to:

- a) lost revenues;
- b) Court costs, and attorneys' fees, includes cost and fees for consultants; and
- c) such other direct damages.

The Lessee shall also remain liable for any liabilities and claims related to the Lessee's default. The Landlord may also bring any suit or proceeding for specific performance, or for an injunction.

**58. Termination of Lease Agreement:**

A. The Landlord may immediately terminate this Lease Agreement if the Lessee attempts to meet its contractual obligation(s) with the Landlord through fraud, misrepresentation or material misstatement.

B. The Landlord may, as a further sanction, terminate or cancel any other contract(s) that the Lessee has with the Landlord and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorneys' fees.

C. The foregoing notwithstanding should the Lessee attempt to, and/or is successful in meeting its contractual obligations with the Landlord through fraud, misrepresentation or material misstatement the Lessee may be debarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Lessee may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the County Code.

Following the termination of this Lease Agreement the Lessee, within fifteen (15) calendar days, or earlier if determined by the Landlord, shall, with the permission of the Landlord, specifically the County Mayor, or the Mayor's designee, forthwith remove all of its personal property from the Leased Premises. Any personal property of Lessee not removed in accordance with this paragraph may be removed by the Landlord for storage at the cost of the Lessee or shall constitute a gratuitous transfer of title thereof to the Landlord for whatever disposition is deemed to be in the best interests of the Landlord. The Landlord shall not be liable to Lessee for the safekeeping of Lessee's personal property during or after termination of this Lease Agreement. Subject to the other provisions in this Lease Agreement, the Lessee shall not remove any of the Landlord's equipment, supplies, or fixtures from the Leased Premises at any time without pre-approval in writing from the Landlord. Lessee shall be liable for any expenses incurred by the Landlord in prosecuting any action against Lessee following unapproved items being removed from the Leased Premises. Lessee shall also be liable to the Landlord for any expenses incurred by the Landlord in replacing any items wrongfully removed by Lessee. It is the intention of the parties to this Lease Agreement that all furnishings and equipment purchased or leased by the Lessee, except those permanently affixed to the Leased Premises, shall be the personal property of the Lessee. The Landlord shall have the senior interest in the Lessee's personal property. Lessee shall not remove any

equipment, supplies in bulk, or fixtures within the Leased Premises at any time without pre-approval in writing from the Landlord. Lessee shall be liable to the Landlord for the fair market value of any equipment, supplies in bulk, or fixtures removed without Landlord pre-approved written permission. Lessee shall also be liable for any expenses incurred by the Landlord in prosecuting any action against Lessee following unapproved item removal described above. Lessee shall also be liable to the Landlord for any expenses incurred by the Landlord in replacing any items wrongfully removed by Lessee.

The parties acknowledge that certain of the obligations in this Lease Agreement will survive the early termination, cancellation, and/or expiration of this Lease Agreement. Accordingly, the respective obligations of the Lessee and the Landlord under this Lease Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

59. **Termination by Lessee:** Lessee shall have the right upon thirty (30) calendar days after the expiration of any appropriate cure period, after written notice to the Landlord by certified or registered mail to terminate this Lease Agreement, after the occurrence of one or more of the following events:

A. A breach by the Landlord of any of the terms, covenants or conditions contained in this Lease Agreement and the failure of the Landlord to remedy such breach for a period of ninety (90) calendar days after receipt of written notice sent by registered or certified mail, return receipt requested, from the Lessee, of the existence of such breach, unless more than ninety (90) calendar days is necessary to cure such breach.

B. The assumption by the United States Government, or any authorized agency thereof, or any other governmental agency, of the operation, control, or use of the Leased Premises, or any substantial part, or parts, thereof in such a manner as substantially to restrict Lessee's operations for a period of ninety (90) calendar days or more.

60. **Surrender of Leased Premises:** At the expiration or earlier termination of the term of this Lease Agreement, Lessee shall peaceably surrender the Leased Premises in as good a condition as the Leased Premises was on the Lease Agreement Date, ordinary wear and tear excepted; all improvements made by the Lessee in connection with this Lessee Agreement shall become the property of the Landlord. Lessee shall deliver all keys, as applicable, for the Leased Premises to the Landlord at the place then fixed for the payment of rent, and shall notify the Landlord in writing of all combinations of locks, safes and vaults, if any, in the Leased Premises. Ordinary wear and tear shall be deemed not to include damage or injury caused by moving Lessee's property or trade fixtures into or out of the Leased Premises. Lessee's obligation to observe and perform the covenants set forth in this paragraph shall survive the expiration or earlier termination of the term of this Lease Agreement.

61. **Holding Over:** If Lessee continues to use and operate the Leased Premises after the expiration of the term of this Lease Agreement, or any option period, without an extension or renewal agreement, or a new lease agreement (even if Lessee shall have paid, and Landlord shall have accepted, payment in respect to such unauthorized operations), Lessee shall be deemed to be operating and using the Leased Premises only from month-to-month, subject to all covenants, conditions, and agreements of this Lease Agreement. If Lessee fails to surrender the Leased Premises upon the termination of this Lease Agreement, then Lessee, in addition to any liabilities to Landlord accruing there from, shall indemnify and hold harmless the Landlord and its assigns and agents from loss or liability resulting from such failure,

including, without limiting the generality of the foregoing, any claims made by any succeeding lessee on such failure, or by any damage caused to the Landlord by such failure or holdover.

62. **Mechanics', Materialmen's and Other Liens:** Lessee agrees that it will not permit any mechanic's, materialmen's, or other liens to stand against the Leased Premises for work or materials furnished to Lessee; it being provided, however, that Lessee shall have the right to contest the validity thereof. Lessee shall immediately pay any judgment or decree rendered against Lessee, with all proper costs and charges, and shall cause any such lien to be released off record without cost to County.
63. **Lien:** The Landlord shall have a lien upon all personal property of the Lessee on the Leased Premises to secure the payment to the Landlord of any unpaid money accruing to the Landlord under the terms of this Lease Agreement.
64. **Limiting Legislative or Judicial Action:** In the event that any municipal, county, state, or federal body of competent jurisdiction passes any law, ordinance, or regulation in any way restricting or prohibiting the use of the facility for the purposes of this Lease Agreement, this Lease Agreement will be null and void and unenforceable by any party to this Lease Agreement and the Landlord shall have no further liability under this Lease Agreement. In the event that a referendum vote of the electorate of the Landlord in any way restricts or prohibits the use of the Leased Premises for the purposes of this Lease Agreement, this Lease Agreement will be null and void and unenforceable by any party to this Lease Agreement and the Landlord shall have no further liability under this Lease Agreement. If the Landlord deems the Lease Agreement null and void by function of this Paragraph, the Landlord will not be liable to the Lessee for damages arising there from and the Landlord shall have no further liability under this Lease Agreement.
65. **Non-Discrimination:** Lessee does hereby for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, covenant and agree that:
- i. No person on the ground of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, or veteran status, or residency within or outside Miami-Dade County shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said Leased Premises, except as provided by law.
  - ii. In the construction of any improvements on, over, or under such property and the furnishings of services thereon, no person on the ground of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, or veteran status, or residency within or outside Miami-Dade County shall be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination, except as provided by law.
  - iii. By entering into this Lease Agreement, the Lessee attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Lessee or any owner, subsidiary or other firm affiliated with or related to the Lessee is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Lease Agreement void. This Lease Agreement shall be void if the Lessee submits a false affidavit pursuant to this Resolution or the Lessee violates the Act or the Resolution during the term of this Lease Agreement, even if the

Lessee was not in violation at the time it submitted its affidavit.

- iv. The Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 45, Code of Federal Regulations, Article 80, Non-discrimination under programs receiving Federal Assistance through the County of Health, Education and Welfare - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
- v. In the event of breach of any of the above non-discrimination covenants, the Landlord shall have the right to terminate the Lease Agreement and re-enter and repossess said Leased Premises thereon and hold the same as if said Lease Agreement had never been made or entered into. This provision shall not be effective, where applicable, until the procedures of Title 45, Code of Federal Regulations, Part 80, are followed and completed including exercise or expiration of appellate rights.
- vi. The Lessee shall not discriminate against any employee or applicant for employment in the performance of the Lease Agreement with respect to hiring, tenure, terms, conditions, or privileges of employment because of age, sex or physical handicap (except where based on a bona fide occupational qualification); or because of marital status, color, religion, national origin, or ancestry.

**66. Conflict of Interest:**

The Lessee represents that:

A. No officer, director, employee, agent, or other consultant of the Landlord or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the award of this Lease Agreement.

B. There are no undisclosed persons or entities interested with the Lessee in this Lease Agreement. This Lease Agreement is entered into by the Lessee without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the Landlord, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:

- i. is interested on behalf of or through the Lessee directly or indirectly in any manner whatsoever in the execution or the performance of this Lease Agreement, or in the services, supplies or work, to which this Lease Agreement relates or in any portion of the revenues; or
- ii. is an employee, agent, advisor, or consultant to the Lessee or to the best of the Lessee's knowledge any subcontractor or supplier to the Lessee.

C. Neither the Lessee nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Lessee shall have an interest which is in conflict with the Lessee's faithful performance of its obligation under this Lease Agreement; provided that the Landlord, in its sole discretion, may consent in writing to such a relationship, provided the Lessee provides the Landlord with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the Landlord's best interest to consent to such relationship.

D. The provisions of this section are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Lease Agreement and those provided by statute, the stricter standard shall apply.

E. In the event Lessee has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Lessee shall promptly bring such information to the attention of the Landlord's Project Manager. Lessee shall thereafter cooperate with the Landlord's review and investigation of such information, and comply with the instructions Lessee receives from the Landlord's Project Manager in regard to remedying the situation.

67. **No Waiver of Right to Enforce:** The waiver by Landlord of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or any subsequent breach of the same or any other term, covenant, or condition herein contained. The subsequent acceptance of Guaranteed Monthly Rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant, or condition of this Lease Agreement, other than the failure of Lessee to pay the particular Guaranteed Monthly Rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such Guaranteed Monthly Rent.

68. **Rules and Regulations:** The Lessee will observe, obey, and comply with all rules and regulations adopted by the Landlord and all laws, ordinances and/or rules and regulations of other governmental units and agencies having lawful jurisdiction; which may be applicable to Lessee's operations under this Lease Agreement. Failure to do so will constitute a breach of this Lease Agreement.

69. **Bankruptcy:** The Landlord reserves the right to terminate this Lease Agreement, if, during the term of any contract the Lessee has with the Landlord, the Lessee becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Lessee under federal bankruptcy law or any state insolvency law.

70. **Authority of the Landlord's Project Manager:**

A. The Lessee hereby acknowledges that the Landlord's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Lease Agreement including without limitations: landlord/tenant issues or concerns pertaining to the Leased Premises, timely payment of rent or other charges or fees;; negligence, fraud or misrepresentation before or subsequent to acceptance of the Lessee's Proposal; questions as to the interpretation of this Lease Agreement; and claims for damages, compensation and losses.

B. The Lessee shall be bound by all determinations or orders and shall promptly comply with and follow every determination of the Landlord's Project Manager, including the withdrawal or modification of any previous determination and regardless of whether the Lessee agrees with the Landlord's Project Manager's determination. Where determinations are given orally, such will be followed by an issuance in writing by the Landlord's Project Manager as soon thereafter as is practicable.

C. The Lessee must, in the final instance, seek to resolve every difference concerning the

Lease Agreement with the Landlord's Project Manager. In the event that the Lessee and the Landlord's Project Manager are unable to resolve their differences, the Lessee may initiate a dispute in accordance with the procedures set forth in this section. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

D. In the event of such dispute, the parties to this Lease Agreement authorize the County Mayor, or Mayor's designee, who may not be the Landlord's Project Manager or anyone associated with the matter at issue, to decide all questions or issues arising out of, under, or in connection with, or in any way related to or on account of this Lease Agreement (including but not limited to claims in the nature of breach of the Lease Agreement, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Mayor's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the County Mayor within ten (10) days of the occurrence, event or act or final determination out of which the dispute arises.

E. The County Mayor, or Mayor's designee, may base his/her decision on whatever information, documentation or assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Lessee's performance meets the requirements of this Lease Agreement and any responsibilities or duties with respect thereto, as set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Mayor, or Mayor's designee, who participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Lease Agreement. All such disputes shall be submitted in writing by the Lessee to the County Mayor, or Mayor's designee, for a decision, together with all evidence and other pertinent information and/or documentation in regard to such questions or issues, in order that a fair and impartial decision may be made. Whenever the County Mayor, or Mayor's designee, is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this section, such action shall be fair and impartial when exercised or taken. The County Mayor, or Mayor's designee, as appropriate, shall render a decision in writing and deliver a copy of the same to the Lessee. Except as such remedies may be limited or waived elsewhere in the Lease Agreement, Lessee reserves the right to pursue any remedies available under law after exhausting the provisions of this section of this Lease Agreement.

**71. Mutual Obligations:**

A. Nothing in this Lease Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.

B. In those situations where this Lease Agreement imposes an indemnity obligation on the Lessee, the Landlord may, at its expense, elect to participate in the defense if the Landlord should so choose. Furthermore, the Landlord may at its own expense defend or settle any such claims if the Lessee fails to diligently defend such claims, and thereafter seek indemnity for costs from the Lessee.

**72. Rights Reserved to Landlord:** All rights not specifically granted to the Lessee by this Lease Agreement are reserved to the Landlord. The designation of any particular remedy for the Landlord is without prejudice to any other relief available in law or equity, and all such relief is reserved to the Landlord.

73. **Survival:** Invalidity of any portion of this Lease Agreement shall not automatically invalidate the entire Lease Agreement, and the remainder of this Lease Agreement shall be construed as broadly as possible to reach the outcome as was originally intended by the parties.
74. **No Partnership or Agency:** The County and the Lessee are independent entities and the officers, employees, and agents of one are not, and shall not represent themselves to be, officers, employees, or agents of the other. This Lease Agreement does not constitute and shall not be represented to constitute a partnership between the Landlord and the Lessee.
75. **Venue and Choice of Law:** Any litigation between the Landlord and the Lessee relating in any way to this Lease Agreement shall be brought and presented exclusively in a court located in Miami-Dade County, Florida, and shall be governed by the laws of Florida.
76. **Audits:** Pursuant to County Ordinance No. 03-2, the Lessee will grant access to the County's Commission Auditor to review and audit all financial and performance matters related records, property, and equipment leased or purchased, in whole or in part, with government funds. The Lessee agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the appropriate expenditure and allocation of costs and expenses.
77. **Local, State and Federal Compliance Requirements:** Lessee agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State and the County orders, statutes, ordinances, rules and regulations which may pertain to the responsibilities and/or duties required under this Lease Agreement, including but not limited to:
- A. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Lease Agreement.
  - B. Miami-Dade County Florida, Department of Small Business Development Participation Provisions, as applicable to this Lease Agreement.
  - C. Environmental Protection Agency (EPA), as applicable to this Lease Agreement.
  - D. Miami-Dade County Code, Chapter 11A, Article 3. All Lessees and subcontractors performing work in connection with this Lease Agreement shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Lessee agrees to post in conspicuous place available for employees and applicants for employment, such notices as may be required by the Miami-Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.
  - E. "Conflicts of Interest" Section 2-11 of the County Code, and Ordinance 01-199.
  - F. Miami-Dade County Code Section 10-38 "Debarment".
  - G. Miami-Dade County Ordinance 99-5, codified at 11A-60 et. seq. of Miami-Dade Code pertaining to complying with the County's Domestic Leave Ordinance.

H. Miami-Dade County Ordinance 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

Notwithstanding any other provision of this Lease Agreement, Lessee shall not be required pursuant to this Lease Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Lessee, constitute a violation of any law or regulation to which Lessee is subject, including but not limited to laws and regulations requiring that Lessee conduct its operations in a safe and sound manner.

**78. Inspector General Reviews:**

***Independent Private Sector Inspector General Reviews***

Pursuant to Miami-Dade County Administrative Order 3-20, the Landlord has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the Landlord, the Lessee shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Lease Agreement for inspection and reproduction. The Landlord shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Lessee's prices and any changes thereto approved by the Landlord, be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the Lessee, its officers, agents, employees, sub Lessees and assignees. Nothing contained in this provision shall impair any independent right of the Landlord to conduct an audit or investigate the operations, activities and performance of the Lessee in connection with this Lease Agreement. The terms of this paragraph shall not impose any liability on the Landlord by the Lessee or any third party.

***Miami-Dade County Inspector General Review***

According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit for this Lease Agreement shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Lessee. The audit cost shall also be included in all change orders and all contract renewals and extensions.

**Exception:** The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.***

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered

to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders, if any, to a contract. The Inspector General is empowered to retain the services of independent private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Lessee, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Lessee from the Inspector General or IPSIG retained by the Inspector General, the Lessee shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Lessee's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

**79. Vendor Registration and Forms/Conflict of Interest:**

**a) Conflict of Interest**

Section 2-11.1(d) of Miami-Dade County Code requires that any County employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first request a conflict of interest opinion from the County's Ethics Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business engagement entered in violation of this subsection, as amended, shall be rendered voidable. For additional information, contact the Ethics Commission hotline at (305) 579-2593.

**b) Vendor Registration**

The Lessee shall be a registered vendor with the County's Department of Procurement Management, for the duration of this Agreement. In becoming a Registered Vendor with Miami-Dade County, Lessee confirms its knowledge of and commitment to comply with the following:

- |   |  |
|---|--|
| 1. <i>Miami-Dade County Ownership Disclosure Affidavit</i><br>(Section 2-8.1 of the County Code)        | 3. <i>Miami-Dade Employment Drug-free Workplace Certification</i><br>(Section 2-8.1.2(b) of the County Code) |
| 2. <i>Miami-Dade County Employment Disclosure Affidavit</i><br>(Section 2-8.1(d)(2) of the County Code) | 4. <i>Miami-Dade Disability and Nondiscrimination Affidavit</i><br>(Section 2-8.1.5 of the County Code)      |

## Attachment A

5. *Miami-Dade County Debarment Disclosure Affidavit*  
(Section 10.38 of the County Code)
6. *Miami-Dade County Vendor Obligation to County Affidavit*  
(Section 2-8.1 of the County Code)
7. *Miami-Dade County Code of Business Ethics Affidavit*  
(Section 2-8.1(f) and 2-11(b)(1) of the County Code through (f) and (g) of the County Code and Section 2-11.1(c) of the County Code)
8. *Miami-Dade County Family Leave Affidavit*  
(Article V of Chapter 11 of the County Code)
9. *Miami-Dade County Living Wage Affidavit*  
(Section 2-8.9 of the County Code)
10. *Miami-Dade County Domestic Leave and Reporting Affidavit*  
(Article 8, Section 11A-60 11A-67 of the County Code)
11. *Subcontracting Practices*  
(Ordinance 97-35)
12. *Subcontractor/Supplier Listing*  
(Section 2-8.8 of the County Code)
13. *Environmentally Acceptable Packaging*  
(Resolution R-738-92)
14. *W-9 and 8109 Forms*  
(as required by the Internal Revenue Service)

15. *FEIN Number or Social Security Number*

In order to establish a file, the Lessee's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Lessee's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:

- Identification of individual account records
- To make payments to the Lessee for goods and services provided to Miami-Dade County
- Tax reporting purposes
- To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records

16. *Office of the Inspector General*  
(Section 2-1076 of the County Code)17. *Small Business Enterprises*

The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.

18. *Antitrust Laws*

By acceptance of any contract, the Lessee agrees to comply with all antitrust laws of the United States and the State of Florida

IN WITNESS WHEREOF, the parties have executed this Lease Agreement effective as of the Lease Agreement Date herein above set forth.

Lessee

Miami-Dade County

By: \_\_\_\_\_

Name: Pedro CajigasTitle: V.P.Date: 8/15/13

Attest: \_\_\_\_\_

Corporate Secretary/Notary Public

Corporate Seal/Notary Seal



By: \_\_\_\_\_

Name: Carlos A. GimenezTitle: Mayor

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

Clerk of the Board

Approved as to form  
and legal sufficiency

\_\_\_\_\_  
Assistant County Attorney

Lease Agreement No. IB977-2/16-EXHIBIT A - Aerial Site Description Photo

